

CANCELLED BY AUTHORITY, RECORDED IN BOOK

896 PAGE 515
THIS 2 DAY OF April, 1997.

W. E. Davis
CHANCERY CLERK
of Cleveland

DEED OF TRUST

BOOK 675 PAGE 322

Grantors: ROBERT L FABIAN AND WIFE JANET R. FABIAN 2150 SWINNEA RD, NESBIT, MS 38651
Lender: Norwest Financial Mississippi, Inc. 5041 PARK AVE. MEMPHIS, TN 38117
Trustee: BILL ALLEN
Total of Payments: \$ 28656.00 Finance Charge: \$ 10765.19 Amount Financed: \$ 17890.81 Number of Monthly
Installments: 72 First Instalment Due Date: DECEMBER 29, 1993 Annual Percentage Rate: 17.00%
Agreed Rate of Charge: 15.50 %

This Deed of Trust, made this 22ND day of NOVEMBER, 1993, witnesseth that Grantors named above are indebted to Lender named above on a certain Note of even date in the amount stated above as "Total of Payments", evidencing a loan with the "Amount Financed" stated above, made to Grantors of Lender. Said Note is payable in the number of monthly instalments above stated. The first instalment due date is stated above. Other instalments are payable on the same day of each succeeding month. The finance charge and agreed rate of charge applicable to said loan and Note are above stated.

In consideration of the aforesaid indebtedness and in order to secure the prompt payment of said Note and any future note or notes executed and delivered to Lender by Grantors at any time before said Note shall be paid in full, evidencing either a future loan by said Lender or a refinancing of any unpaid balance of said Note or renewal thereof, or both such future loans and refinancing, but not exceeding in the aggregate at any one time an unpaid amount of \$100,000, the Grantors hereby sell, convey, and warrant unto the Trustee named above the following described real estate located in _____

DESOTO County, State of MISSISSIPPI

PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A POINT COMMONLY ACCEPTED AS THE SOUTHWEST CORNER OF SAID QUARTER SECTION, SAID POINT BEING THE INTERSECTION OF THE CENTERLINES OF BANKSTON ROAD AND SWINNEA ROAD; THENCE RUN NORTH 00° 12' 16" EAST A DISTANCE OF 901.20 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION TO A POINT ON THE CENTERLINE OF SAID SWINNEA ROAD, SAID POINT BEING THE NORTHWEST CORNER OF THE CECIL E. HOGAN PROPERTY AS RECORDED IN DEED BOOK 188 ON PAGE 428 OF THE CHANCERY RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00° 12' 16" EAST A DISTANCE OF 262.00 FEET ALONG SAID ROAD CENTERLINE AND SECTION LINE TO A POINT; THENCE RUN SOUTH 89° 49' 01" EAST A DISTANCE OF 831.30 FEET TO A POINT; THENCE RUN SOUTH 00° 12' 16" WEST A DISTANCE OF 262.00

To have and to hold the same unto the said Trustee, and unto his heirs in trust and assigns, forever.

But this is a Trust Deed, and this conveyance is in trust for the following purposes and none other: If the Grantors shall well and truly pay and discharge the indebtedness secured hereby, according to the terms of the instrument or instruments evidencing the same, then this instrument and conveyance shall be void and of no further force and effect. But if Grantors default in payment of any indebtedness hereby secured, or default in any term or condition of any other obligation, agreement, or indebtedness owing to Lender, or default in any term or condition of any other obligation, agreement, or indebtedness secured by the above-described real estate owing to any party whatsoever, then the Trustee may upon demand of the holder of the Note declare immediately due and payable all indebtedness then remaining unpaid and secured hereby, and the Trustee, or his successor, is hereby authorized and empowered to enter and take possession of said real estate, and before or after such entry, to advertise the sale of said real estate once each week for three consecutive weeks, giving notice of the time, place, and terms of sale in a newspaper published in the county in which said real estate is located, and to sell the same to the highest bidder for cash at the Court House in said county free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance and deliver possession to the purchaser, or the Trustee may sell the real estate described herein for cash in such other manner as may be provided or permitted by law.

The Lender, its successors and assigns may in writing appoint successive or substitute trustees in the place of the Trustee named herein or any successor Trustee if from any cause said Trustee or any successor Trustee shall not be present, able and willing to act hereunder or if said Lender or its successors or assigns shall for any reason desire to do so.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee as follows: first, to the payment of necessary expenses of this trust and its execution, and second, to the indebtedness secured hereby, and the surplus, if any, shall be paid to the Grantors.

Wherever used herein the plural number shall be construed to include the singular, the singular the plural, and the use of any gender shall include all genders.

In Witness Whereof the Grantors have hereunto set their hands the day and year first above written.

STATE MS. - DESOTO CO. 55
FILED 55

Nov 30 9 33 AM '93

Robert L. Fabian
GRANTOR

SIGN HERE

Janet R. Fabian
GRANTOR

SIGN HERE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

675
BK 55 PG 322

Personally appeared before me, the undersigned authority, the within named

ROBERT L FABIAN AND WIFE JANET R. FABIAN

acknowledged that he, she or they, as the case may be, signed and delivered the above foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal this the 22ND day of NOVEMBER, 1993.

My commission expires 10/4/96

Evelyn A. Fowler
NOTARY PUBLIC

This instrument was prepared by EVELYN FOWLER

of Norwest

TENNESSEE
Financial Mississippi, Inc.,

5041 PARK, MEMPHIS, TN 38117
(ADDRESS)

743 E88 M6

6165

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DEED OF TRUST CONTINUED: ROBERT L. FABIAN AND WIFE JANET R. FABIAN

FEET TO A POINT ON THE NORTH LINE OF SAID HOGAN PROPERTY; THENCE RUN NORTH 89° 49'01'' WEST A DISTANCE OF 831.30 FEET ALONG SAID HOGAN NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES. BEARINGS ARE BASED ON TRUE NORTH AS DETERMINED BY SOLAR OBSERVATION. LESS AND EXCEPT: 40 FOOT RIGHT OF WAY FOR SWINNEA ROAD AS CONVEYED IN RIGHT OF WAY BOOK 160 AT PAGE 402, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI. BEING THE SAME PROPERTY CONVEYED TO ROBERT L. FABIAN AND WIFE, JANET R. FABIAN, AS TENANTS BY THE ENTIRETY WITH THE RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, BY DEED FROM WALLACE A. KNERR AND WIFE, NORA C. KNERR OF RECORD IN BOOK 192, PAGE 130 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.

1100 pd
RECORD & RETURN TO:
TRI-STATE TITLE & ESCRROW, INC.
5838 E. 8th Ave Dr., #128
Memphis, TN 38134